U.S. COURTS

03 SEP 25 PH 4: 45

## ORIGINAL

Craig W. Christensen (ISB #2086)
CRAIG W. CHRISTENSEN, CHARTERED
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Attorney For: Ireland Bank

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF IDAHO

In the Matter of	)	Bankruptcy No. 03-41775
JOHN L. MERZLOCK,	)	PROOF OF CLAIM
Debtor.	)	

- 1. The undersigned, who practices law at 414 South Garfield, Pocatello, Idaho, 83204, is the agent of Ireland Bank, 161 Jefferson, P.O. Box 6039, Pocatello, Idaho, 83205, and makes this Proof of Claim on behalf of the Claimant.
- 2. The entity known as Landmark Building Partnership, an Idaho partnership, comprised of individuals appearing as general partners therein, was as of August 28, 2003 indebted to Claimant on Loan No. 2913000026 in the sum of \$33,767.62, comprised of an unpaid principal balance of \$33,552.52 and accrued interest of \$215.10.
- 3. The consideration for Loan No. 2913000026 is that on or about June 20, 1994, Landmark Building Partnership, by its partners, Howard E. Gibson, T.J. Merzlock, and W. James Johnston executed and

PROOF OF CLAIM

delivered to Ireland Bank its Universal Note in the face amount of \$200,000.00 plus interest thereon at the rate of 9.750% per annum payable on demand, but if no demand, then in one-hundred twenty (120) monthly installments of \$2,878.34 beginning on the 1st day of August, 1994, and on the 1st day of each month thereafter, until July 1, 2004, when the entire unpaid principal balance shall be paid in full.

- 4. Copies of the writings upon which this claim is founded are attached hereto.
  - 5. No judgment has been rendered upon the claim.
- 6. The amount of all payments on this claim has been credited and deducted for the purpose of making this Proof of Claim.
  - 7. This claim is not subject to any setoff or counterclaim.
- 8. No security interest is held for this claim except Deed of Trust dated June 20, 1994 executed by Landmark Building Partnership, recorded on June 20, 1994 under Instrument No. 94011348 in Book 617 of the official records of the County Recorder of Bannock County, Idaho. Claimant also claims the right to pursue the general partners of the partnership, including Debtor, John L. Merzlock, in the event the collateral is not sufficient to pay the underlying indebtedness in full.
- 9. This claim is a general, unsecured claim except to the extent that the security, if any, described in paragraph 8 is sufficient to satisfy the claim.

10. This claim is filed as a secured claim.

DATED This 25 day of September, 2003.

CRAIG W. CHRISTENSEN, CHARTERED

Attorney for Ireland Bank

• • • <u> </u>	<b>9</b>	
THE LANDMARK BUILDING	TRELAND BANK LOAN CENTER	
PARTNERSHIP	161 JEFFERSON P.O. BOX 6039	ACCOUNT #: 82-0450999
920 DEON DRIVE FO BOX 2559	POCATELLO, ID 83205-6039	Loan Number 2913000026
POCATELLO, ID 83206		Date JUNE 20, 1994
1		Meturity Date JULY 1, 2004
		Renewal Of NEW MONEY
BORROWER'S NAME AND ADDRESS "I" Includes each borrower above, joint and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and easign	: 232-8213
For value received. I promise to new to your	order, at your address listed above the PRINCIPAL . * * * * * * * * * * Dollars \$	······································
Single Advence: I will receive all of this princip.		220,000,00
Multiple Advance: The principal sum shown abo	Dollars 3 al sum on <u>JUNE 20, 1994</u> , No addition ove is the meximum amount of principal I can borrow	onal advances are contemplated under this note.
with tective the amount of	OF 3. and future nate	Minel educação ou
Conditions: The conditions for future edvance	es are	i i evances are contemplated.
- oben ein cledit: Lott 800 i 804es (PSf i i	may borrow up to the maximum amount of principa	I more than one time. This feature is subject to
Closed End Credit: You and I seem that I	may borrow up to the maximum only one time (and	
TEREST: I agree to pay interest on the outstandle	ne principal balance from JUNE 20, 1994	Subject to all other conditions).
per year untilJULY 1, 2004		at the rate of9.750 %
Verlable Rate: This rate may then change as sta	ted below	
☐ Index Rate: The future rate will be	the following today are	
	— the following index rate:	
■ No Index: The future rate will not be suble	ACT to see Interest or over-all to a control to the	v in your control
Frequency and Timing: The rate on this no	oté may change as often as	
	the applicable annual interest rate will not be more (	than % or less than
——··· <u>··</u> ——— <b>%</b> .		
The amount of each polythird anymous	at rate will have the following effect on the payment	ts;
The influent of each scheduled payment w	vill change.   The emount of the final	payment will change.
CRUAL METHOD: Interest will be calculated on a	ACTURAL /O.C.	
ST MATHRITY DATE: I auto to auto a	ACIUAL/365	dasia.
XX on the seme fixed or we lable and he do	e unpaid balance of this note owing after maturity.	and until paid in full, as stated below:
(a) at a reason fixed or variable rate basis in	orrect before maturity (as indicated above).	`\
LATE CHARGE: If a payment is made more than		3
a service of balanced to lugge upper (tilati	days after it is due, I agree to pay a	late charge of
ADDITIONAL CHARGES: In addition to Interest 1	agree to pay the following charges which 🔲 are	
404461	and an in both the soundwind climides which	are not included in the principal amount
YMENTS: I agree to pay this note as follows:	1.1.3	······································
Interest; I agree to pay accrued interest WITH	PRINCIPAL	
	<del></del>	
Zinicipal: I agree to pay the principal . ON Di	EMAND, BUT IF NO DEMAND IS MADE;	
Installments: I agree to pay this note in 120	payments. The first payment will be in the emp	
and will be dueAUJUST 1, 1994	— payments. The first payment will be in the sino	unt of \$
EACH MONTH	A payment of \$2,87	
unpeid belance of principal and interest will be a	dus - ΠΠ.Υ 1 2004	thereafter. The final payment of the entire
NTIONAL TERMS:		
SEE DEED OF TRUST DATED OF EVEN	v date and addenitum for prepaymen	FP DCminings
		I PEWITI
		us All
	•	
•		
	•	31 <del>2</del>
·		
OSE: The purpose of this toen is <u>BUSINESS</u>		THE TERMS OF THIS NOTE (INCLUDING
FINANCE COMMERCIAL BUILDING	THOSE ON PAGE 2). I have	received a copy on today's date.
Nature for Lender	THYP T ARTICLE MALL	
	THE LANDMARK BUIL	DING PARINERSHIP
<del></del>	// `	-J-54 11
	BY: / LOWONC	Se febra-
	HOWARD F. GIRGY	N T. J.MERZLOCK, PARTNERS
C = C + C + C + C + C + C + C + C + C +		() /) — <del>/-</del> -
	RY - San Start	was tollwillow
	W. JAMES JOHNST	ON, PARTNER
	As a second	
ERSAL NOTE	78 11100 Pr.	h)

UNIVERSAL NOTE & 1884, 1981 BANKERS SYSTEMS, INC., 81. CLOUD, MN II-800-397-23411 TORM UN 5/30/91

(page 1 of 2)

APPLICABLE LAW: The law of the so while it not are located will govern this note. Any term of this not with it contrary to applicable law will not be affective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

made without your express written consent. Time is of the essence in this agreement:

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The femainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our egreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to this contrary on this note. Any partial prepayment will not excuse or reduce any later schaduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

contary). If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding prything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here feither before or after maturity). If any notice of interest specual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

collect more interest than showed by lew and this agreement, you agree to refund it to me, iNDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other

loans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for

method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and 1 expect that you will make annly one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LEMBER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is multiple advance loan, you and I expect that you will make more then one advance of principal. If this is closed and credit, repaying a part of the principal will not entitle me to additional credit.

expect that you will make more than one advance of principal, if this is closed and credit, repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay such as property insurance premiumal, then you may freat those payments made by you as advances and addition to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

[1] any deposit account balance I have with you;

[2] any money owed to me on an Item presented to you or in your possession for collection or exchange; and

[3] any requirchase agreement or other condeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are antitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who have not agreed to pay this note, your right of set-off does not apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to any sole request or endorsement. Your right of set-off does not apply to any count or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tex-deferred ratirement account.

You will not be liable for the dishoner of any check when the dishoner occurs because you set off this dets against any of my accounts, I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real restate or a residence that is personal property, the existence

nestate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

DEFAULT; I will be in default in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of finine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become incohant (either because my liabilities exceed my assets or I am unable to pay my debts as they become fuel; (6) I make any writton statement or provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the smouth I owe you; (8) any collecteral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an orditional new without flast notifying you before making such a change; (10) I feit to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose which through the change in the procession creation. loan proceeds are used for a purpose that will contribute to excessive erosion of highly prodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart

REMEDIES: If I am in default on this note you have, but are not limited to, the following remedies:

 following remedies:
 (1) You may demand immediate payment of all I owe you under this hole forincipal, accrued unpaid interest and other accrued charges). (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set Off" paragraph herein.

You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any vběmar radto

You may refuse to make advances to me or ellow purchases on credit by me.

crodit by me.

(5) You may use any remady you have under state or laderal law.

By selecting any one or more of these remadies you do not give up your right to later use any other remady. By waiving your right to declare an event to be a default, you do not waive your right to (ster consider the event as a default if it continues or heppens again.

COLLECTION COSTS AND ATTORNEY'S FEES; I agree to pay all costs of collection, replevin or any other or similar type of cast if I am in default, in addition, if you hire an interney to collect this note, I also agree to hay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Benkruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by eny court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights to require you to do certain things. I will not

WAIVER: I give up my rights to require you to do certain things. I will not require you to:
(1) demand payment of amounts due (presentment);

(2) obtain official certification of nonpayment (protest); or (3) give notice that amounts due have not been paid (notice of dishonor).

OBLIGATIONS INDEPENDENT: I understand that I must pay this note OBLIGATIONS INDEPENDENT: I understand that I must pay this note awan if someone alse has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone alse who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor). You may without notice reloase any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option of the note or the debt represented by this note, or any portion of the note or debt, from time to they without limit or notice and for any term without affecting my finishity for payment of the note. I will not assign my obligation under this agreement without your prior written approved.

your prior written approval.

CREDIT INFORMATION: I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information you may deem necessary. that the financial statements and information I provide to you are or will

be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to me shall be NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by nivelling it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by malling it first class to your eddress. I will give any notice to you by malling it first class to your eddress stated on page 1 of this agreement, or to any other address that your tax in signature.

Date OF TRANSACTION	PF	RINCIPAL GVANCE	annnower's INITIALS (not required)	PRINCIPAL PAYMUHTS	FRINCIPAL BALANCE	INTEREST BATE	INTEREST PAYMENTS	IMTEREST PAID THROUGH:	
1 1	3			:	\$	96	š	1 1	_
	3			\$	\$	96	\$	7 7	
	9			9	\$	96	9	/ /	_
1 1	S			\$	\$	%		7 7	
	\$			9	B	%	\$	/ /	
	\$			\$	\$	9%	\$	1 /	
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/ /	*	5	<u> </u>	ė .	4	%	9	/ /	_
1 /	\$			3	\$	%	\$	7 7	_
1 1	9			*	\$	96	\$	1 1	_



## AND ASSIGNMENT OF RENTS



94011348

THIS DEED OF TRUST (the "Security instrument" is made this 20th day
UI 1110A 67 /
Pioneer Title Company of Range 1 C. Pocatello, Idaho 83206
the relation Carlin, [Herein "Beneficiary") whose address is 1.6.1 To 5.5
Grantor, in consideration of the indebtedness herein recited and the trust herein created inevocably grants and conveys to Trustee, in trust, with power of sale, the real property, commonly known as920_ Deep_Drive.
of sale, the real property, commonly known as 920 Deon Drive, Pocatello, Idaho 83206
State of Idaho, and particularly documents of located in the County of Bannock
State of Idaho, and particularly described as follows, and containing not more than twenty acres:

See Exhibit A attached

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights of way, appurtenances, fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust and all rents issued and profits thoreof; all of the foregoing, are herein referred to as the "Property";

TO SECURE to Beneficiary the repayment of the indebtedness evidenced by Grantons Note of even date (herein "Note"), in the principal sum of any other indebtedness at any time secured by this Security Instrument, whether represented by notes, drafts, open account or otherwise, and all the interest on all of the same, all of which extensions or renewals shall be optional with the Beneficiary, but at the Beneficiary's option may be made by new Notes or otherwise, and at, before, or after maturity, and for all of which this Security Instrument shall stend as a continuing security until paid; and (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Security Instrument and the performance of the

UNIFORM COVENANTS. Grantor and Beneficiary covenant and agree as follows:

- 1. PAYMENT OF PRINCIPAL AND INTEREST. Grantor shall promptly pay when due the principal of and Interest on the indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. PAYMENT OF TAXES AND INSURANCE, in the event Grantor fails to pay any installment of taxes or hazard insurance for 30 days after the same becomes due, upon written request of Beneficiary, Grantor shall pay to Beneficiary in addition to the monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum equal to one-Iwellth (1/12) of the yearly taxes and assessments which may attain priority over this Security Instrument, plus one-twelfth (1/12) of yearly premium installments for hazard insurance, ("Funds" herein) all as reasonably estimated initially and from time to time by Beneficiary on the basis of prior taxes and assessments and insurance statements or the reasonable estimates thereof,

Beneficiary shall not be required to pay Grantor any interest or earnings on the Funds. Beneficiary shall give to Grantor, without charge, an annual accounting showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security

If the amount of the Funds held by Beneficiary, logether with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, and insurance premiums shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Grantor's option, either promptly repaid to Grantor or credited to Grantor on monthly installments of Funds. If the amount of the Funds held by Beneficiary shall not be sufficient to pay taxes, assessments, and insurance premiums as they fell due. Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Beneficiary to Grantor requesting payment thereof.

- Upon payment in full of all sums secured by this Security Instrument, Beneficiary shall promptly refund to Grantor any Funds held by Beneficiary. 3. APPLICATION OF PAYMENTS. All payments received by Beneficiary under paragraphs 1 and 2 hereof shall be applied by Beneficiary first in payment of amounts payable to Beneficiary by Grantor under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note.
- 4. HAZARD INSURANCE. Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and hazards included within the term "extended coverage" in the amount satisfactory to Beneficiary with loss payable to Grantor and Beneficiary according to their respective interest at the time of loss. Proof of such coverage is in effect shall be furnished Beneficiary by Grantor at all times during the term of this Security Instrument. The amount collected under any fire or other inserance policy may be applied to Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice,
- 5. PHESERVATION AND MAINTENANCE OF PROPERTY. Grantor shall not remove or demolish any improvement thereon and shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.
- 6. LIENS AGAINST PROPERTY. Grantor shall pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said Property or any part thereof, which appear to be prior or superior hereto in addition to the payments due in accordance with the terms of the Note hereby secured.
- 7. ENVIRONMENTAL MATTERS. Grantor represents and warrants to Beneficiary that to the best of Grantor's knowledge, no hazardous or toxic waste or substances are being stored on the Property or any adjacent property nor have any such waste or substances been stored or used on the Property or any adjacent property prior to Grantor's ownership, possession or control of the Property. Grantor agrees to provide written notice of Beneficiary Immediately upon Grantor becoming aware that the Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Grantor will not cause not permit any activities on the Property which directly or indirectly could result in the Property or any other property becoming contaminated with hazardous or toxic waste or substances. For purposes of this Security Instrument, the term "hazardous or toxic waste or substances" means any substance or malerial defined or designated as a hazardous , toxic or radioactive waste material or substance or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect.

If Beneficiary exercises the opt o requi phediate payment in full. Beneficlary shall give G notice of acceleration. The Notice shall provide a period of not less than 30 days fil e date the notice is delivered or mailed within which Grantor in pay all sums secured by this Security instrument. If Grantor fails to pay these sums prior to the expiration of this period Beneficiary make invoke any remedies permitted by this Security Instrument without further notice or demand on Grantor. 19. FORBEARANCE BY BENEFICIARY NOT A WAIVER. Any torbearance by Beneficiary In exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes of other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the Indebtedness secured by this Deed of Trust. 20. RECONVEYANCE, Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Security instrument and the Note to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. SUBROGATION, To the extent that proceeds of the Note are used to pay for the purchase of all or any portion of the Property or any outstanding lien, charge or prior encumbrance against the Property, such proceeds have been or will be advanced by Beneficiary at Grantors request, and Beneficiary shall be subrogated to any and all rights and liens owned by any owner or holder of such outstanding liens, charges, prior encumbrances and interest in and to the Property irrespective of whether said liens, charges or encumbrances are released or said interest is terminated.

22. FIXTURE FILING. This Security instrument is intended to be a Security Agreement covering fixtures and with respect to any fixtures within the definition of the Property and with respect to any personal property shall become fixtures, this Security Agreement shall also constitute a financing statement under the Uniform Commercial Code of Idaho. It is intended as to such fixtures and proceeds thereof, this Security instrument shall be effective as a financing statement lited as a fixture filing in the real estate records where the Property is situate.

23. NOTICE NOT REQUIRED TO BE GIVEN. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any

action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

24. SUBSTITUTE TRUSTEE. Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor Trustee for any Trustee appointed hereunder. When such substitution has been recorded in the County Recorders Office where the Property is situate, it shall be conclusive evidence of the appointment of such Trustee. Without conveyance of the property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

25. RIDERS TO THIS SECURITY INSTRUMENT, If one or more riders are executed by Grantor and recorded together with this Security instrument, the covenants and agreement of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security

Instrument the same as if the rider(s) were a part of this Security Instrument.

26. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS. The covenants and agreements herein contained shalf bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Granter. All covenants and agreements of Granter shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions thereof.

IN WITNESS WHEREOF, this instrument has been executed by Grantor the day and year first above written. HOWARD E. GIBSON, PARTNER JOHNSTON, PARTNER STATE OF IDAHO, COUNTY OF On this herpreme, the understand personally appeared Merzlock Howard Editosout and Tames Merzlock and to be one of the partners of the partnership of 94011348 janen ar genuest of The Landmark Building Partnership 194 JIN 20 P 4 57 and who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name. OFFICIAL RECORP BOOK NO NOTARY SEAL Comm. Explica ₹ <del>3</del>7.95 REQUEST FOR FULL RECONVEYANCE To be used only when note has been paid. ldaho The undersigned is the legal owner of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are heroby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate лоw held by you under the same. Deliver to:

L/-4 • 94011348

A tract of land in Lots 4, 5, 6, 7 and 8 in Block 1 of CREEK ADDITION, a subdivision in SW1/4 SW1/4 of Section 13 and SE1/4 SE1/4 of Section 14, Township 6 South, Range 34 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

- 1

Beginning at the Intersection of Northeasterly right of way line of F.A.P. No. F-1032 (20) Highway and the Northwesterly line of Lot 8 in Block 1 of Creek Addition, a subdivision in SW1/4 SW1/4 Section 13 and SE1/4 SE1/4 of Section 14, Township 6 South, Range 34 East, Boise Meridian; thence North 50°04' East on said Northwesterly line of Lot 8 in Block 1 for a distance of 14.22 feet; thence South 39°56' East on the lot line between Lots 8 and 9 in Block 1 of said Creek Addition, 158.83 feet, more or less, to the Westerly line of Patsy Drive; thence Southwesterly on the Westerly line of Patsy Drive on a curve to the left with a radius of 185.17 feet for an arc distance of 105.0 feet; thence South 0.07' East on the Westerly line of Patsy Drive 20.0 feet, more or less, to the North line of Deon Drive; thence South 89°53' West on the North line of Deon Drive 147.00 feet, more or less, to the point of curvature; thence Northwesterly on the Northerly line of Deon Drive on a curve with a radius of 124.85 feet a central angle of 35°29' for an arc distance of 80.42 feet; thence North 54°08' West on the Northerly line of Deon Drive 12.01 feet, more or less, to an intersection of Northeasterly right of way line of F.A.P. No. F-1032 (20) Highway; thence North 35°38' East on the Northeasterly right of way line, 244.90 feet, more or less, to the point of beginning.

## **ADDENDUM**

YOU MAY PREPAY YOUR LOAN AT ANY TIME. HOWEVER, IF THE RATE ON YOUR LOAN IS EQUAL TO, OR GREATER THAN, THE FEDERAL HOME LOAN BANK ADVANCE RATE ON THE DAY YOU ORIGINATE YOUR LOAN, THE PENALTY WOULD BE THAT RATE PLUS \_\_\_\_\_\_\_ BASIS POINTS ON THE PREPAYMENT DATE. YOU WILL BE CHARGED 100% OF THE PRESENT VALUE ON THE AMOUNT PREPAID OF THE INTEREST THAT WOULD BE CHARGED FOR THE REMAINING TERM. AT NO TIME WOULD THE PRESENT VALUE BE LESS THAN ZERO.

6-20-94

6-20-94

6-20-94

HOWARD E. GIBSON, PARTNER

T. J. MERZLOCK, PARTNER

W. JAMES COMMSTON, PARTNER